

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION**

IN RE:

JOSHUA DAVID DEROCHE
xxx-xx-2176
312 Shannon Lane
Nederland, Texas 77627

DEBTOR

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CAUSE NO. 23-10454
(CHAPTER 13)

APPLICATION TO RETAIN SPECIAL COUNSEL

Your rights may be affected by the relief sought in this pleading. You should read this pleading carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you oppose the relief sought by this pleading, you must file a written objection, explaining the factual and/or legal basis for opposing the relief.

No hearing will be conducted on this Motion/Objection/Application unless a written objection is filed with the Clerk of the United States Bankruptcy Court and served upon the party filing this pleading **WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE shown in the certificate of service unless the Court shortens or extends the time for filing such objection. If no objection is timely served and filed, this pleading shall be deemed to be unopposed, and the Court may enter an order granting the relief sought. If an objection is filed and served in a timely manner, the Court will thereafter set a hearing with appropriate notice. If you fail to appear at the hearing, your objection may be stricken. The Court reserves the right to set a hearing on any matter**

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now, Joshua David DeRoche, Debtor hereinafter called Movant, respectfully show the Court the following:

1. Movant filed his Chapter 13 Petition on November 9, 2023.
2. Movant, Joshua David DeRoche, was involved in a District Court proceeding involving the collection of a debt by CMI Enterprises, LLC. in Cause No. 22-CV-2292, in the 122nd District Court, Galveston County, Texas. A Final Judgment was rendered in the lawsuit on

October 31, 2023. Motions to Disregard and for Judgment Notwithstanding the Verdict, for New Trial, and to Modify the Judgment are pending. In the event the court denies some or all of the motions, Movant intends to file an appeal. He has the need to employ counsel to proceed on the Motions and to file the necessary appeal, if needed.

3. The Movant employed Robert A. Whitley, Attorney at Law, P.L.L.C. on or about December 1, 2023, to represent the interests of the Movant, if any, in the above entitled bankruptcy estate to file an appeal in the district court proceeding. The only work the attorney has done on the case was to simply file the Motion within the time required by law to preserve error for and the right to appeal, but no additional work has been done on the case since the filing of the Bankruptcy case herein to allow approval of the employment. The attorney has had experience in matters of this character and Movant believes that this attorney is qualified to represent him and the bankruptcy estate in this matter. The attorney represents no interest adverse to the Chapter 13 Trustee or this bankruptcy estate and his employment would be in the best interest of this Estate. See Exhibit "A" attached to this Application. The prosecution of this appeal is necessary for the successful reorganization of the Movant. The attorney's mailing address, state bar number, telephone number and email address is:

Robert A. Whitley
Robert A. Whitley, Attorney at Law, P.L.L.C.
12621 Featherwood Dr., Suite 165
Houston, Texas 77034
State Bar #24056522
Telephone: (281) 741-522
E-Mail: robert@whitlegal.com

4. The professional services to be rendered by the above-named attorney would include the following:

- (a) To assist the Movant in the handling of the appeal of the verdict.

(b) To perform all other legal services for Movant in connection with the appeal and directly related matters which may be necessary and in the best interest of the Debtor's bankruptcy estate.

5. The approval of this Application will not prejudice any parties-in-interest.

6. After the performance of such legal services, or during the performance, upon proper application, the above-named attorney should be allowed reasonable compensation for service rendered as follows: \$5,000.00 retainer, and hourly rates as follows: Robert A. Whitley, \$325.00 per hour; and paralegal rates of \$95.00 per hour. Such fees and expenses shall be requested to be allowed as an administrative expense in this bankruptcy proceeding. A copy of the Contractual Agreement for Legal Services is attached hereto as Exhibit "A".

WHEREFORE, the Movant prays that he be authorized to employ and appoint Robert A. Whitley, Attorney at Law, P.L.L.C., to represent the Movant and the above-entitled bankruptcy estate in connection with the appeal of the above referenced lawsuit, and that he have such other and further relief as is just.

DATED: January 17, 2024

Respectfully submitted,

MAIDA LAW FIRM, P.C.
4320 Calder Avenue
Beaumont, Texas 77706
(409) 898-8200; Fax No. (409) 898-8400

BY: /s/ Frank J. Maida
Frank J. Maida
State Bar No. 12845600

ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Application has been properly forwarded to all parties in interest, by electronic mail or first class mail, on this the 17th day of January 2024.

/s/ Frank J. Maida

Frank J. Maida

CONTRACTUAL AGREEMENT FOR LEGAL SERVICES

Joshua DeRoche, the undersigned, hereafter called "Client," by execution of this Agreement has this day employed Robert A. Whitley, Attorney at Law, P.L.L.C., hereinafter called "Attorney," to represent Client in the matter described below:

The appeal to the Texas Court of Appeals of the judgment in Cause No. 22-CV-2292, In the 122nd Judicial District Court, Galveston, County, Texas.

By execution of this agreement, Client also appoints Attorney as Client's agent and lawful attorney-in-fact in connection with this matter.

The rates charged by the Attorney and staff are as follows:

Robert A. Whitley	\$325.00/hr.
Paralegal	\$95.00/hr.

In addition to legal fees, Client also agrees to pay all reasonable expenses incurred by Attorney in this matter, including but not limited to filing fees, court reporter fees, certified postage, records reproduction fees, expert fees, travel outside of Harris County, Texas, etc.

Responsibility to provide legal services will be accepted and work will begin when Attorney receives the signed Agreement and **\$5,000.00** as an advance deposit against anticipated fees and expenses. Hourly fees and expenses will be deducted from the amount on deposit. In the event the amount on deposit falls below **\$1,500.00**, Attorney, in his sole discretion, may ask for additional deposits based on Attorney's estimate of fees and expenses reasonably anticipated for the ninety-day period following the request. Or, Attorney will invoice Client for amounts above and beyond the original deposit. Attorney will provide Client with monthly invoices, detailing the fees and expenses charged and make account statements, reflecting the amount remaining on deposit or amount owed, available upon request.

This Agreement does not include an appeal to the Texas Supreme Court or the defense of an appeal thereto filed by any other party. In the event of such appeal, Client wishes to retain Attorney, Client and Attorney will enter into a separate fee agreement regarding that matter.

Attorney is authorized to employ other persons or firms deemed necessary for the proper handling of this matter, at Client's expense, but shall not obligate Client for any expense in excess of \$0 without Client's prior approval.

Invoices are due to be paid upon receipt. Unpaid legal fees and expenses, if not paid within ten (10) days from receipt of the invoice or statement shall accrue interest at the rate of ten (10) percent per annum until paid.

Should Attorney find it necessary to resort to litigation in order to collect the attorney's

fees and expenses owed pursuant to this Agreement, Client shall be liable for reasonable attorney's fees, costs, and expenses thereby incurred. Venue for any action shall be in Harris County, Texas.

Attorney has the right to cease legal work and withdraw from representing Client and keep all funds received for legal services and expenses if Client does not make payments as requested by Attorney. Attorney may also withdraw from case as allowed under relevant rules of professional responsibility.

Any sums collected on behalf of the Client, when received by Attorney, shall be first credited against Client's obligation to Attorney.

No promise or guarantee has been made as to the outcome of this matter.

TAX DISCLOSURE AND ACKNOWLEDGMENT:

THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEY HAS NOT AGREED TO RENDER ANY TAX ADVICE AND IS NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INHERITANCE TAX AND INCOME TAX RETURNS.

FURTHERMORE, THE CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.

Client has read this Agreement and agrees to each of its terms and conditions.

SIGNED AND ACCEPTED

BY: Joshua DeRoche
Joshua DeRoche

BY: /s/ Robert A. Whitley
Robert A. Whitley, Attorney

Signature: 
Joshua DeRoche (Dec 1, 2023 09:53 CST)

Email: josh@poolaidsetx.com






2023-11-30 DeRoche Fee Agreement (Appeal)

Final Audit Report

2023-12-01

Created:	2023-12-01
By:	Robert Whitley (robert@whitlegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAP78tY4ckrPTNuSN6bhB72m3vvsMpMh-g

"2023-11-30 DeRoche Fee Agreement (Appeal)" History

-  Document created by Robert Whitley (robert@whitlegal.com)
2023-12-01 - 3:49:01 PM GMT- IP address: 50.208.86.210
-  Document emailed to Joshua DeRoche (josh@poolaidsetx.com) for signature
2023-12-01 - 3:51:19 PM GMT
-  Email viewed by Joshua DeRoche (josh@poolaidsetx.com)
2023-12-01 - 3:53:10 PM GMT- IP address: 68.206.59.233
-  Document e-signed by Joshua DeRoche (josh@poolaidsetx.com)
Signature Date: 2023-12-01 - 3:53:30 PM GMT - Time Source: server- IP address: 68.206.59.233
-  Agreement completed.
2023-12-01 - 3:53:30 PM GMT

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
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IN RE:

JOSHUA DAVID DEROCHE
xxx-xx-2176
312 Shannon Lane
Nederland, Texas 77627

DEBTOR

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CAUSE NO. 23-10454
(CHAPTER 13)

**DECLARATION OF DISINTERESTEDNESS OF COUNSEL
TO THE BANKRUPTCY ESTATE PURSUANT TO
11 U.S.C. §327(A) AND BANKRUPTCY RULE 2014**

Robert A. Whitley, Attorney at Law, P.L.L.C., (“Whitley”), submits this declaration of disinterestedness of counsel to the Debtor under penalty of perjury pursuant to 11 U.S.C. §327(a) and Bankruptcy Rule 2014. Dishon declares:

1. “I am an attorney at law duly licensed to practice in the State of Texas.
2. “My mailing address is 12621 Featherwood Dr., Suite 165, Houston, Texas 77034.
3. “I am an attorney with a practice that heavily emphasizes in trial law. I have the skill and expertise to render advice to Joshua David DeRoche with respect to a lawsuit to collect by CMI Enterprises, Inc., due to a final judgement dated 10/31/2023.
4. “On or about December 1, 2023, Whitley was engaged by Joshua David DeRoche to provide legal advice, counsel and assistance, prepare and possibly file all appropriate pleadings and other legal papers, represent Debtor in proceedings before the Courts of Law and in any other judicial or administrative proceeding, and prosecute claims to settlement or final judgment and perform any and all functions which may seem reasonably necessary.
5. “To the best of my knowledge, neither I nor any other person associated with me has represented or otherwise dealt with, or is now representing and otherwise dealing with, any entity that is or may consider itself a creditor, or other party in interest in connection with the Debtors, the Debtors’ creditors, or any other parties in interest, or the attorneys and accountants for such creditors, or other parties in interest, the United States Trustee, or any person employed in the office of the United States Trustee. I am a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code.
6. “To the best of my knowledge, neither I nor any other person associated with me represents or holds any interest adverse to the Debtor or his estate or has any interest

materially adverse to the interest of any class of Debtor's creditors or other parties in interest.

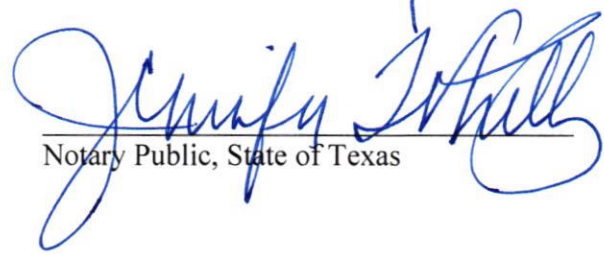
7. "I declare under penalty of perjury that the foregoing is true and correct."

Executed on the 16th day of January, 2024.

BY: 

Robert A. Whitley
Robert A. Whitley, Attorney at Law, P.L.L.C.
State Bar No. 24056522
12621 Featherwood Dr., Suite 165
Houston, Texas 77034
(281) 741-5225 (Office)
Email: robert@whitlegal.com

SUBSCRIBED AND SWORN to before me this the 16 day of JANUARY, 2024.


Notary Public, State of Texas

Label Matrix for local noticing
0540-1
Case 23-10454
Eastern District of Texas
Beaumont
Wed Jan 17 11:38:34 CST 2024

CMI Enterprises, LLC
c/o Foster Yarborough
917 Franklin, Suite 220
Houston, Texas 77002-1741

Joshua David DeRoche
312 Shannon Ln.
Nederland, TX 77627-2900

Internal Revenue Service
Centralized Insolvency Operations
P.O. Box 7346
Philadelphia, PA 19101-7346

Jefferson County
c/o John P. Dillman
Linebarger, Goggan, Blair & Sampson, LLP
P.O. Box 3064
Houston, TX 77253-3064

Lloyd Kraus
Plaza Tower
110 N. College Ave., 12th Floor
Tyler, TX 75702-7226

Neches Federal Credit Union
1955 Dowlen Rd.
Beaumont, TX 77706-3330

Texas Workforce Commission
TWC Building - Tax Dept.
Austin, TX 78778-0001

(p)UNITED STATES ATTORNEY'S OFFICE
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Beaumont, TX 77701-3101

Attorney General
Taxation Division - Bankruptcy
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s/b/m/t Chase Bank USA, N.A.
c/o National Bankruptcy Services, LLC
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Addison, Texas 75001-9013

Jefferson County TAC
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Beaumont, TX 77704-2112

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Beaumont, TX 77706-4631

Neches Federal Credit Union
Attn: Bankruptcy
P.O. Box 1118
Port Neches, TX 77651-1118

U.S. Attorney General
Department of Justice
Main Justice Building
10th & Constitution Ave., NW
Washington, DC 20530-0001

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MONROE LA 71203-4774

(p)HEADWAY CAPITAL
175 W JACKSON BLVD SUITE 1000
CHICAGO IL 60604-2863

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Houston, TX 77253-3064

James W. King
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Beaumont, TX 77706-3206

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Beaumont, TX 77706-3206

State Comptroller of Texas
c/o Office of the Attorney General
P. O. Box 12548
Austin, TX 78711-2548

US Trustee
Office of the U.S. Trustee
110 N. College Ave.
Suite 300
Tyler, TX 75702-7231

Caine & Weiner
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5805 Sepulveda Blvd 4th Floor
Sherman Oaks, CA 91411

Chase Card Services
Attn: Bankruptcy
P.O. 15298
Wilmington, DE 19850

Headway Capital
175 W Jackson Blvd Suite 1000
Chicago, IL 60604

United States Attorney
Eastern District of Texas
550 Fannin, Suite 1250
Beaumont, Texas 77701

End of Label Matrix	
Mailable recipients	25
Bypassed recipients	0
Total	25